

March 6, 2007

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. H-700737
WITH SAMY F. FARID, M.D., INC. FOR OBSTETRICAL
PHYSICIAN SERVICES FOR THE ANTELOPE VALLEY AREA
(5th District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to execute and sign Amendment No. 2, substantially similar to Exhibit I, to Agreement No. H-700737 with Samy F. Farid, M.D., Inc., to expand the provision of obstetrical and gynecological services to include Community Health Plan patients who present at Antelope Valley Hospital, and to include the provision of physician on-call services at the rate of \$10.00 per hour, effective the date of Board approval through the current contract expiration date of June 30, 2009, at an estimated annual cost of \$187,680.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving this recommended action, the Board is authorizing the Director of Health Services, or his designee, to amend the Agreement with Samy F. Farid, M.D., Inc. to expand the definition of County registered patients to include patients enrolled in the Community Health Plan (CHP) who present for obstetrical care or gynecological services at Antelope Valley Hospital (AVH), but who have not been previously seen at Antelope Valley Health Center (AVHC) for prenatal care; and to include the provision of physician on-call services at the rate of \$10.00 per hour for two groups of patients: 1) CHP enrollees who present to the AVH emergency room and require gynecological specialty consultation and treatment; and 2) County registered patients who are receiving prenatal care at AVHC and present to AVH for pregnancy-related problems and services prior to 20 weeks of gestation.

Approval of the requested action will ensure the continued provision of vital obstetrical and gynecological services to County registered patients, as well as CHP enrollees, in the Antelope Valley area.

FISCAL IMPACT/FINANCING:

The estimated total maximum obligation for the existing Agreement with Samy F. Farid, M.D., Inc. (Farid Inc.) for the period effective November 9, 2004 through June 30, 2009 is \$674,500, based on the estimated annual cost of \$142,000. Upon

Board approval of Amendment No. 2, the estimated total maximum obligation will be increased by \$106,587, from \$674,500 to \$781,087, based on an increased annual cost of \$187,680, effective upon Board approval. Funding is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

The per session rates of compensation for outpatient services for the Agreement have been adjusted and are on file with the Department. The recommended rates have been provided to your Board, the Chief Administrative Office, and County Counsel. An additional service component of physician on-call services at the rate of \$10.00 per hour is also being recommended.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The current Contractor, Farid, Inc., has provided obstetrical services under two physician specialty medical services agreements since January 1, 2003.

On June 29, 2004, your Board approved the renewal of Farid Inc.'s contract for an additional five year term, effective July 1, 2004 through June 20, 2009. However on August 9, 2004, the contractor notified the Department of its intent to terminate the contract effective October 8, 2004 due to the high risk nature of the patient populations being served and the difficulty related to maintaining malpractice coverage for obstetrical services provided to County registered patients at AVH.

Based on the service needs of the Antelope Valley area and to mitigate the concerns of the Contractor, the Department requested and received approval to extend the County Professional Liability Indemnification to include the provision of inpatient obstetrical services provided at AVH to County registered patients and to provide medical defense and malpractice indemnification to the Contractor and County-approved subcontractors who provide patient care services under the Agreement.

On November 9, 2004, a new Agreement was approved by your Board which continued the provision of both on-site prenatal and postpartum care at AVHC and obstetrical services to County-registered patients at AVH, and extended the malpractice indemnification coverage to include the Contractor and County-approved subcontractors providing services under this Agreement.

The recommended Amendment is requesting approval to expand the definition of "County Registered Patients" to include patients who are CHP members and who are admitted and treated at AVH for obstetrical services, but who have not previously been treated at AVHC for prenatal care, and for gynecological services.

This expanded definition: 1) clarifies the group of patients for which the contractor is responsible for providing obstetrical and gynecological coverage at AVH, and 2) defines the group of patients for whom the County provides professional indemnification to the contractor when the contractor treats those patients at AVH.

The Amendment will also allow the provision of services to CHP enrollees who have not previously presented for prenatal care at AVHC and who present at AVH for obstetrical or gynecological care. This change is necessary because under the existing contract structure and statement of work, Farid Inc. is not responsible or indemnified for treating those patients.

Additionally, the amendment implements the provision of physician on-call coverage at an on-call rate of \$10.00 per hour. Farid, Inc. will provide physician on-call coverage for two groups of patients: 1) CHP enrollees who present to the AVH emergency room and require gynecological specialty consultation and treatment; and, 2) County registered patients who are receiving prenatal care at AVHC and present to the AVH emergency room for pregnancy-related problems and services prior to 20 weeks of gestation.

Providing on-call coverage for these two groups of patients will address an ongoing issue with AVH, as the existing contract does not require the provision of these services for these patients. The hourly on-call rate would compensate Farid Inc. for the provision of on-call coverage. The Contractor will bill Medi-Cal or CHP directly for services provided and will only be paid under the Agreement for services provided to indigent patients.

The Department has experienced difficulty with the recruitment and retention of qualified OB/GYN physicians and the approval of this Amendment will support the continued provision of prenatal care and obstetrical delivery services to low-income, uninsured and high-risk women, as well as ensure the availability of emergency gynecological services to CHP enrollees in the Antelope Valley area. DHS has made a determination that the services are of a professional nature and are required on a part-time, temporary basis.

Under the termination provisions of this Agreement, the Agreement may be terminated immediately for breach or for convenience with a 90-day advance written notice by either party.

County Counsel has reviewed and approved Exhibit I, as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

The shortage of qualified physicians in the area does not support the release and completion of an open competitive solicitation process for the provision of these services.

On November 9, 2004, the Board approved a sole source agreement with Farid, Inc. for the provision of contract OB/GYN services for the Antelope Valley area. This sole source Agreement was necessary to address the service needs of the Antelope Valley area, which includes the provision of prenatal and postpartum care at AVHC and obstetrical and gynecological services at AVH.

Within the County health care delivery system, the Antelope Valley region is unique in that the closest DHS hospital, Olive View-UCLA Medical Center, is located approximately 50 miles from central Lancaster. This distance makes it impractical to refer patients from AVHC to another DHS hospital for obstetrical services. Additionally, AVH is the only hospital in the region that provides inpatient obstetrical services.

To ensure that the selected staff are screened, all physicians who provide services under this Agreement, as either Contractors, employees, or subcontractors must 1) be credentialed by the High Desert Health System (HDHS) which includes a review of the physician's malpractice history, if they will be providing outpatient services at AVHC; 2) comply with all HDHS medical staff policies and procedures when

The Honorable Board of Supervisors
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providing services at AVHC; 3) maintain full clinical privileges to practice obstetrics and gynecology at AVH; and 4) comply with the medical staff bylaws of AVH.

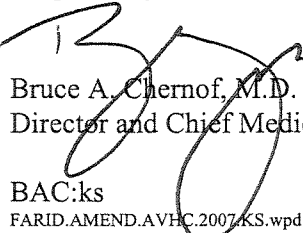
County Counsel has determined that the Agreement is exempt from Proposition A contracting guidelines due to the shortage of qualified OB/GYN physicians in the Antelope Valley area. The Department has determined that these services do not fall under the Proposition A guidelines and therefore are not subject to the Living Wage Ordinance.

IMPACT ON CURRENT SERVICES (OR PROJECT):

Board approval of the recommended Amendment to the Agreement will ensure the continued provision of critical obstetrical and gynecological services to the patients served in the Antelope Valley area.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:ks
FARID.AMEND.AVHC.2007.KS.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENTS

1. TYPE OF SERVICE/PROJECT:

Obstetrical and gynecological services for the Antelope Valley area.

2. AGENCY ADDRESS AND CONTACT PERSON:

Samy F. Farid, M.D., Inc.
44241 North 15th Street West, Suite 205
Lancaster, California 93534
Attention: Samy F. Farid, M.D.
Telephone: (661) 949-5193

3. TERM:

Agreement: November 9, 2004 through June 30, 2009.
Amendment: Date of Board approval through June 30, 2009.

4. FINANCIAL INFORMATION:

The estimated total maximum obligation for the existing Agreement with Samy F. Farid, M.D., Inc. for the period effective November 9, 2004 through June 30, 2009 is \$674,500, based on the estimated annual cost of \$142,000. With the Board's approval of Amendment No. 2, the estimated total maximum obligation will be increased by \$106,587, from \$674,500 to \$781,087, based on an increased annual cost of \$187,680, effective upon Board approval. Funding is included in the Fiscal Year (FY) 2006-07 Final Budget and will be requested in future fiscal years.

5. GEOGRAPHIC AREA TO BE SERVED:

Supervisory Fifth District.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

High Desert Health System Administrators

7. APPROVALS:

Chief Executive Officer: Beryl Brooks

Contract and Grants: Cara O'Neill, Chief

County Counsel (review): Sharon A. Reichman, Principal Deputy County Counsel

MEDICAL SERVICES AGREEMENT
(Obstetrical Services - Antelope Valley Area)

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and SAMY F. FARID, M.D. INC.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL SERVICES AGREEMENT (Obstetrical Services - Antelope Valley Area)" dated November 9, 2004 and further identified as County Agreement Number H-700737, and any Amendments thereto (all hereafter referred to as "Agreement");

WHEREAS, it is the intent of the parties hereto to provide changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective the date of Board approval.
2. Paragraph 3, DESCRIPTION OF SERVICES of the body of this Agreement shall be amended to read as follows:

"3. DESCRIPTION OF SERVICES: Contractor shall provide outpatient and inpatient medical services to County Registered Patients as set forth in Exhibit "A-1", attached hereto and incorporated herein by reference, at Antelope Valley Health Center (AVHC) (outpatient) and at Antelope Valley Hospital (inpatient) in those cases where Contractor deems referral to that facility for inpatient care to be medically appropriate and necessary.

For purposes of this Agreement, "County Registered Patients" are defined as all patients seeking outpatient obstetrical services who present for obstetrical care and treatment at AVHC and who are registered by AVHC staff for the receipt of that care and treatment at the AVHC site in accordance with the Department of Health Services' standard practices and policies.

For purposes of this Agreement, "County Registered Patients" shall also include all such outpatients who are treated at AVHC by Contractor and who are admitted to and treated at Antelope Valley Hospital for obstetrical services, based upon a referral for such by Contractor, and who also have been designated as County Registered Patients by the Medical Director of AVHC or his authorized representative (hereafter collectively "Medical Director") in consultation with Contractor. Additionally, for purposes

of this Agreement, "obstetrical services" shall mean all deliveries, including vaginal and cesarean deliveries, as well as the assessment and treatment of County Registered Patients presenting at AVHC or Antelope Valley Hospital or both for pregnancy-related problems and services.

For the purposes of this Agreement, "County Registered Patients" shall also include all patients enrolled in the County's "Community Health Plan" (CHP) who are admitted and treated at Antelope Valley Hospital for Obstetrical or Gynecological services, but who have not previously been treated at AVHC for prenatal care. This shall include CHP patients presenting to the Antelope Valley Hospital emergency room for Gynecological services.

County and Contractor acknowledge that Contractor and/or Contractor's agents or intended subcontractors maintain private medical practices that are separate and distinct from the services that it and/or they provide pursuant to this Agreement. County and Contractor agree that Contractor and/or Contractor's agents shall not refer patients seen in their private medical practices for obstetrical services at AVHC."

3. Paragraph 4, COMPENSATION of the body of this Agreement shall be amended to read as follows:

"4. COMPENSATION:

A. Outpatient Obstetrical Services: County shall compensate Contractor for professional outpatient obstetrical services provided to all County Registered Patients at AVHC, in accordance with the terms and conditions of this Agreement, at the rate of Four Hundred Eighty Dollars (\$480) per session of service provided at AVHC. For purposes of this Agreement, a "session of service" shall be defined as all hours of any morning or afternoon which are scheduled for the provision of clinic services by Medical Director. In the event that Contractor is absent from AVHC during previously scheduled patient care hours, the per session fee shall be reduced pro rata based on the amount of time absent.

For outpatient services provided at AVHC, Contractor shall document services and sessions rendered on County Contract Physician's Log forms provided by Medical Director. Medical Director shall assure that such medical services were provided and that HDHS maintains appropriate time records to reflect

the provision of same.

Contractor shall not bill the patient, the patient's family, Medi-Cal, or any other third-party payor for outpatient services provided under this Agreement and shall not accept or receive any cash payment or other compensation from or on behalf of any patient for such services. Contractor shall be compensated solely by County for the outpatient services rendered pursuant to this Agreement.

B. Inpatient Obstetrical Services:

(1) County Registered Patients - Indigent:

Contractor shall provide inpatient obstetrical services at Antelope Valley Hospital to County Registered Patients who are also indigent at the rate of Four Hundred Dollars (\$400) per inpatient delivery. For purposes of this Agreement, a "County Registered Patient - Indigent" is one who meets the definition of "County Registered Patient," as set forth in Paragraph 3 of this Agreement, who does not qualify for any form of private or public insurance, including Medi-Cal, who does not possess the financial means to pay for medical services obtained at AVHC based upon financial screening conducted by County, and for

whom Contractor is unable to obtain reimbursement through Proposition 99 Tobacco Tax funds after exhausting the claiming process in place for those funds. Contractor shall not bill the patient, the patient's family, or Medi-Cal for inpatient services provided to County Registered Patients - Indigent. Additionally, prior to seeking reimbursement from the County pursuant to this Agreement, Contractor shall seek reimbursement for services provided to these patients from Proposition 99 Tobacco Tax funds. Contractor shall be reimbursed for services provided to these patients pursuant to this Agreement only after providing documentary evidence that a claim submitted for reimbursement for Proposition 99 Tobacco Tax funds was denied in whole or in part. In the event that Contractor's Proposition 99 claim was denied only in part, County shall be liable for paying only the balance remaining on the claim. In no event shall County's liability to Contractor on a partially denied Proposition 99 claim exceed Four Hundred Dollars (\$400).

(2) County Registered Patients: Medi-Cal Fee for Service Beneficiaries: Contractor shall

seek reimbursement for the costs associated with the inpatient obstetrical services provided at Antelope Valley Hospital to County Registered Patients who are also beneficiaries of Medi-Cal from the Medi-Cal program. Contractor shall be responsible for submitting claims for payment to the Medi-Cal program, using Contractor's provider number, and shall not look to County to do so. County shall not have any obligation or responsibility to reimburse Contractor for the costs associated with the inpatient care provided to these patients.

(3) County Registered Patients: Medi-Cal Managed Care Plan Beneficiaries: Contractor shall seek reimbursement for the costs associated with the inpatient obstetrical services provided at Antelope Valley Hospital to County Registered Patients who are also beneficiaries of Medi-Cal Managed Care health plans from the beneficiary's Medi-Cal Managed Care health plan. Contractor shall be responsible for submitting claims for payment to the Medi-Cal Managed Care health plan and shall not look to County to do so. County shall not have any obligation or responsibility to

reimburse Contractor for the costs associated with the inpatient care provided to these patients.

(4) County Registered Patients: Los Angeles County Community Health Plan Members: Contractor shall seek reimbursement for the costs associated with the inpatient obstetrical services provided at Antelope Valley Hospital to County Registered Patients who are also members of the Los Angeles County Community Health Plan ("LACCHP" or "CHP") from the LACCHP. Contractor shall be responsible for submitting claims for payment to LACCHP in accordance with its policies and procedures for the submission of such claims and shall not look to County to do so. County shall not have any obligation or responsibility pursuant to this Agreement to reimburse Contractor for the costs associated with the inpatient care provided to these patients.

C. On-Call Coverage: Contractor shall be paid an on-call rate of \$10.00 per hour to provide continuous on-call coverage, twenty-four (24) hours per day, seven (7) days per week, for the provision of on-call services at Antelope Valley Hospital, as described in Exhibit A-1.

D. Administrative Services: Contractor shall be paid One Hundred Dollars (\$100) per hour for all administrative services specifically authorized and assigned by HDHS. Such services shall not exceed three (3) hours per week.

E. Maximum Compensation: The maximum compensation for a twelve (12) month period shall not exceed One Hundred Eighty Seven Thousand, Six Hundred Eighty (\$187,680).

F. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

G. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.

H. Contractor agrees that should it perform services not requested and specified under this Agreement, such services shall be deemed to be a gratuitous effort on the part of Contractor and

Contractor shall have no claim against County for such services."

4. Exhibit A, DESCRIPTION OF SERVICES of this Agreement shall be deleted in its entirety and shall be replaced with Exhibit A-1, DESCRIPTION OF SERVICES (Obstetrical Services - Antelope Valley Area), attached hereto and incorporated herein by reference.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

SAMY F. FARID, M.D., INC.
Contractor

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

By _____
Signature

Printed Name

Deputy County Counsel

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMEND2Farid.KS:02/13/07

EXHIBIT A-1

DESCRIPTION OF SERVICES
(Obstetrical Services - Antelope Valley Area)

1. SERVICES TO BE PROVIDED: Contractor shall provide County with professional medical services described hereunder for County Registered Patients as described in Paragraph 3 of the body of this Agreement.

Contractor's services shall be performed only for County Registered Patients and shall be under the administrative and professional direction of Medical Director. HDHS shall retain professional and administrative responsibility for the services provided under this Agreement. Such services include, but are not limited to, one or more of the following:

A. Outpatient Obstetrical Services: Contractor shall provide outpatient obstetrical services, as well as all services related thereto, at AVHC, at the times (sessions) and on dates scheduled in writing by Medical Director. HDHS Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

B. Inpatient Obstetrical Services and On-Call Coverage: Contractor shall provide inpatient obstetrical services, as well as all services related thereto, for County Registered Patients who Contractor refers to Antelope

Valley Hospital. Contractor shall arrange for continuous on-call coverage for the provision of these services as-needed twenty-four (24) hours per day, seven (7) days per week. On-call coverage will also include: 1) the evaluation and treatment of County-registered patients who present at Antelope Valley Hospital for pregnancy-related problems at any time during the pregnancy, and 2) CHP enrollees presenting at the Antelope Hospital Emergency Room who require Gynecology consultation and treatment. Contractor shall maintain an on-call schedule, in effect at all times, identifying the physician(s) on-call, and shall furnish copies of this schedule to the Antelope Valley Hospital Obstetrical Service, AVHC, and Medical Director.

C. Administrative services: As requested by Medical Director, Contractor shall provide the following services, including but not limited to:

- (1) Participating in Quality Assurance and Utilization Review activities;
- (2) Participating on HDHS professional staff committees;
- (3) Participating in HDHS or AVHC licensure and Joint Commission on the Accreditation of Healthcare Organization ("JCAHO") reviews;

(4) Participating in HDHS or AVHC planning and equipment planning activities;

(5) Participating in continuing medical education activities; and

(6) Developing internal policies and procedures.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All physicians providing services under this Agreement must be appropriately licensed by the State of California and each must carry her/his current State license (not a copy) when performing services under this Agreement.

Prior to the effective date of this Agreement, and for all personnel to provide services under this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. Credentialing Requirements: All physicians providing services under this Agreement must meet the credentialing criteria set forth by HDHS (for AVHC) and Antelope Valley Hospital prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's physicians' licenses, medical clearance(s) (in accordance with Title 22, California Code of Regulations requirements), credentials,

certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's physicians' background(s). Medical Director shall discontinue Contractor's physicians' services immediately if Contractor's physicians either do not meet Medical Facility's credentialing criteria, or Contractor's physicians' licenses, credentials, or certifications are not current, or both.

In the event HDHS inadvertently utilizes Contractor's physicians' services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

C. Bloodborne Pathogens: All physicians providing services under this Agreement must read and sign a statement that she/he has read the Occupational Safety and Health Agency ("OSHA") Bloodborne Pathogens Information packet prior to providing services under this Agreement.

Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by HDHS audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

D. Joint Commission on the Accreditation of Healthcare Organizations Standards: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education requirements established by JCAHO or the State Medical Board or both.

3. STANDARDS OF CARE:

A. All medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of AVHC, HDHS, and Antelope Valley Hospital.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient

care by County's Quality Assessment and Improvement Committee representatives.

4. USE OF EMPLOYEES AND AGENTS: Contractor shall not utilize any of its employees or agents in the provision of any medical services under this Agreement without obtaining the prior written approval of Medical Director and without otherwise satisfying all subcontracting requirements of Agreement. No such employee or agent shall provide services on County premises unless he or she has satisfied all applicable physical examination and immunization requirements of Title 22, California Code of Regulations.

In any event, Contractor shall immediately remove any Contractor employee or agent from the provision of such services at under this Agreement upon receipt of oral or written notice from Medical Director that the actions of such employee or agent may adversely affect the delivery of health care services.

Regardless of Contractor's use of any employee or agent hereunder, County shall only be obligated to pay for Contractor's services under this Agreement.

5. PARKING SPACE: When providing services hereunder at AVHC, parking for one vehicle will be made available by Medical Director to Contractor.

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